

IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 03-00247-01-CR-W-GAF
	)	
CRAIG J. STARR,	)	
	)	
Defendant.	)	

PLEA AGREEMENT

The parties to this agreement are Craig J. Starr, defendant by and through counsel, John E. Harvell, and the United States of America, by and through Todd P. Graves, United States Attorney and Gregg R. Coonrod, Assistant United States Attorney. There are no stipulations, promises or understandings as to the disposition of this case other than those set forth in this agreement.

1. The defendant agrees to plead guilty to Counts One and Two of the Indictment, charging a violation of Title 18, United States Code, Section 1365(a) and 1365(a)(4) , that is, tampering with consumer products. By entering into this Plea Agreement, the defendant admits that he knowingly committed this offense and is guilty of this offense.

2. The parties agree that the facts constituting the offense to which he is pleading guilty are as follows:

Between on or about September 12, 2002, and January 13, 2003, in the Western District of Missouri, with reckless disregard for, and extreme indifference to, the risk that another person would be placed in danger of death or bodily injury, and in a manner that affected interstate and foreign commerce, defendant CRAIG J. STARR did tamper with a consumer product, a Demerol 100mg/ml carpupject labeled as "PV BB A1," in that defendant CRAIG J. STARR removed a quantity of Demerol from said carpupject and substituted another substance and/or liquid in its place thereby reducing the potency and strength of the drug Demerol in said carpupject from 100mg/ml to an undetectable amount.

Between on or about September 12, 2002, and January 13, 2003, in the Western District of Missouri, with reckless disregard for, and extreme indifference to, the risk that another person would be placed in danger of death or bodily injury, and in a manner that affected interstate and foreign commerce, defendant CRAIG J. STARR did tamper with a consumer product, a Demerol 100mg/ml carpupject labeled as "PV BB A2," in that defendant CRAIG J. STARR removed a quantity of Demerol from said carpupject and substituted another substance and/or liquid in its place thereby reducing the potency and strength of the drug Demerol in said carpupject from 100mg/ml to approximately 10mg/ml.

3. The defendant understands that his sentence will be determined pursuant to the United States Sentencing Guidelines as well as any applicable statutorily mandated sentence. The defendant acknowledges and agrees that the conduct charged in the dismissed counts of the Indictment as well as all other uncharged related criminal activity may be considered as "relevant conduct" pursuant to U.S.S.G. §1B1.3(a)(2) in calculating the offense level for the charge to which defendant will plead guilty.

4. The defendant understands that the maximum sentence which may be imposed for the charge to which he has agreed to

plead guilty is not more than 10 years of imprisonment, not more than 3 years of supervised release, and a \$100 mandatory special assessment for each count of conviction. The defendant further understands that the offense to which he will plead guilty is a Class C felony.

5. The defendant acknowledges that he has discussed the issue of supervised release with his attorney. In particular, the defendant understands that a violation of a condition of his supervised release may result in the revocation of supervised release and the imposition of an additional term of imprisonment equal to the entire term of supervised release imposed by the court. The defendant further understands that if he violates a condition of supervised release, he could be required to serve the entire term of supervised release imposed by the Court, without credit for time previously served during post-release supervision.

6. The defendant understands this Plea Agreement binds only the defendant and the United States Attorney for the Western District of Missouri, and is not binding upon any other federal, state, or local prosecution authority.

7. In return for the defendant's plea of guilty, the United States Attorney for the Western District of Missouri agrees not to file any additional charges against defendant arising out of the facts underlying this Indictment in the

Western District of Missouri. The United States Attorney for the Western District of Missouri further agrees to dismiss the remaining counts of the Indictment at the time of sentencing. However, the defendant understands this Plea Agreement does not foreclose any prosecution for an act of murder or attempted murder, an act or attempted act of physical or sexual violence against the person of another, or a conspiracy to commit any such act of violence or any criminal activity of which the United States Attorney for the Western District of Missouri has no knowledge. In the event that the defendant breaches or violates this Plea Agreement or otherwise fails to adhere to its terms, the Government<sup>1</sup> shall not be bound by this paragraph and may pursue any additional charges arising from the criminal activity under investigation as well as any perjury, false statement, or obstruction of justice charges which may have resulted. The defendant understands and agrees that in the event he violates this Plea Agreement, all statements made by him to law enforcement agents subsequent to the execution of this Plea Agreement, any testimony given by him before a grand jury or any tribunal or any leads from such statements or testimony shall be admissible against him in any and all criminal proceedings. The defendant waives any rights which might be asserted under the

---

<sup>1</sup> The term Government refers exclusively to the United States Attorney for the Western District of Missouri.

United States Constitution, any statute, Federal Rules of Criminal Procedure, Section 11(e)(6), Federal Rules of Evidence, Section 410, or any other federal rule that pertains to the admissibility of any statements made by him subsequent to this Plea Agreement.

8. The defendant understands that a mandatory special assessment of \$100 per count of conviction will be entered against the defendant at the time of sentencing. The defendant agrees to deliver to the Clerk of the Court a check payable to the Clerk in the appropriate amount, and to provide evidence of the payment to counsel for the Government within ten (10) days of the filing of this Plea Agreement with the Court.

9. The defendant agrees not to appeal or otherwise challenge the constitutionality or legality of the Sentencing Guidelines. The defendant understands and acknowledges that his sentence will be determined and imposed pursuant to those Sentencing Guidelines. Defendant is aware that a sentence imposed under the Sentencing Guidelines does not provide for parole. The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum established for the offense and expressly waives the right to appeal his sentence, directly or collaterally, on any ground except for an upward departure by the sentencing judge, a sentence in excess of the statutory maximum, or a sentence in

violation of law apart from the Sentencing Guidelines. However, if the Government exercises its right to appeal the sentence imposed as authorized by 18 U.S.C. §3742(b), the defendant is released from this waiver and may appeal his sentence as authorized by 18 U.S.C. §3742(a).

10. The defendant understands the Government will provide to the Court and the United States Probation Office a Government version of the offense conduct. This may include information concerning the background, character, and conduct of the defendant including the entirety of the defendant's criminal activities. The defendant understands these disclosures are not limited to the counts to which the defendant has pled guilty. The Government may respond to comments made or positions taken by the defendant or defendant's counsel and to correct any misstatements or inaccuracies. The Government further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject only to any limitations set forth in this Plea Agreement.

11. With respect to the application of the sentencing guidelines to this case, the parties agree as follows:

a. The applicable guideline section for this offense is 2N1.1(a).

b. The base offense level is 25.

c. There would be a two-level enhancement pursuant to Section 3B1.3, for abuse of position of trust and an additional two-level enhancement for a

grouping of counts under Section 3D1.4 for having two units, for a total offense level of 29.

d. The defendant has admitted his guilt and accepted responsibility for his actions, and he has done so in a timely fashion, allowing the United States to avoid the time and expense of preparing for trial. Consequently, he is entitled to a two-level reduction pursuant to Section 3E1.1 of the Sentencing Guidelines.

e. Further, he has done so in a timely fashion, allowing the United States to avoid the time and expense of preparing for trial. Consequently, he is entitled to an additional one-level reduction pursuant to Section 3E1.1 of the Sentencing Guidelines. The Government will file a motion in this regard at the time of sentencing.

f. The defendant agrees not to ask for a downward departure based upon medical condition; in exchange, the government will agree to recommend the low end of the anticipated guideline range (level 26, no criminal history) of 63 months.

g. The parties agree that the Court and the United States Probation Office must determine his applicable Criminal History Category.

12. There are no agreements between the parties regarding any sentencing guideline issues other than those specifically listed in this agreement. The parties may advocate any position at the sentencing hearing regarding any sentencing issues not addressed in this agreement.

13. The defendant understands that these sentencing calculations, stipulations and estimates are agreements between the parties only and that the Court is not bound by them. Defendant further understands the Court will determine his base offense level, what adjustments, if any, which should be made to

his offense level and his criminal history score. Failure of the Court to adopt these stipulations will not provide defendant with a basis to withdraw his plea of guilty. In addition, the imposition of a sentence greater than the sentence estimated in this agreement will not provide defendant with a basis to withdraw his plea of guilty.

14. The defendant waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation, any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

15. The defendant waives any claims under the Hyde Amendment, 18 U.S.C. § 3006A, for attorneys' fees and other litigation expenses arising out of the investigation or prosecution of this matter.

16. The defendant understands that the United States Attorney for the Western District of Missouri reserves the right in this case to:

a. oppose any position advanced by defendant at the sentencing hearing which may be inconsistent with the provisions of this Plea Agreement;

b. comment on the evidence supporting the charge in the Indictment;



c. oppose any arguments and requests for relief the defendant may advance in an appeal from the sentences imposed; and

d. oppose any post-conviction motions for reduction of sentence or other relief.

17. The defendant has read the Plea Agreement, understands it, and by his signature, states that it is true and accurate and not the result of any threats or coercion. Both parties agree that no promises or agreements have been made other than those set forth in the Plea Agreement, nor has the Government promised the defendant any additional consideration to induce him to sign this Plea Agreement. The defendant acknowledges that he is entering into this Plea Agreement and is pleading guilty freely and voluntarily. The defendant further acknowledges his understanding of the nature of the offense or offenses to which he is pleading guilty and the elements of the offense or offenses, including the penalties provided by law, and his complete satisfaction with the representation and advice received from his undersigned counsel. The defendant also understands that he has the right to plead not guilty or to persist in that plea if it has already been made, the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against him, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense. Defendant understands that by pleading guilty, he waives or gives

up those rights and there will be no trial. The defendant further understands that if he pleads guilty, the Court may ask him questions about the offense or offenses to which he pled guilty, and if the defendant answers those questions under oath and in the presence of counsel, his answers may later be used against him in a prosecution for perjury or false statement. The defendant also understands he has pled guilty to a felony offense and, as a result, may be deprived of certain rights, such as the right to vote, hold public office, serve on a jury, and possess a firearm.

Todd P. Graves  
United States Attorney

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Gregg R. Coonrod  
Assistant United States Attorney

Dated: \_\_\_\_\_  
John E. Harvell  
Attorney for Defendant Starr

Dated: \_\_\_\_\_  
Craig J. Starr  
Defendant